

City of Somerville, Massachusetts Department of Purchasing Joseph A. Curtatone Mayor

PURCHASING DEPARTMENT purchasing@Somervillema.gov

NOVEMBER 24, 2014

REQUEST FOR PROPOSAL # 15-48

RFP – Consultant Services
Cost of Service Rate Study & Rate Model

January 1, 2015 – June 30, 2015

KEY DATES FOR THIS REQUEST FOR PROPOSALS

RFP Issued Monday, November 24, 2014

Deadline for submitting questions on RFP Wednesday, December 3, 2014 – 4:30 PM

Proposals due, proposals screened, Wednesday, December 10, 2014 – 11:00 AM

evaluation begins

Anticipated Contract Award Monday, December 22, 2014

Services commence January 1, 2015

PROPOSAL SUBMISSION

- A. GOVERNING LAW and DEADLINE FOR SUBMISSION: All proposals must be submitted in accordance with Massachusetts General Laws Chapter 30B, § 6, to the Chief Procurement Officer in the Purchasing Department, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143 NO LATER THAN 11:00 a.m. on Wednesday, December 10, 2014. Proposals must be submitted in two separate sealed envelopes, one marked "Technical Proposal" the other marked "Price Proposal". Price Proposals shall NOT be submitted with Technical Proposal. Any Technical Proposal containing any part of a Price Proposal shall be deemed non-responsive.
 - 1. One (1) unbound copy and five (5) bound copies of the Technical Proposal, must be submitted in a sealed envelope, plainly marked:

Technical Proposal, RFP # 15-48

"Consultant Services Cost of Service Rate Study & Rate Model" along with your company name on the front of the envelope.

2. <u>In a separate envelope, marked "Price Proposal"</u> please submit one original, and one (1) One copy of the price form attached herein.

Faxed proposals shall not be accepted.

Proposals will not be opened publicly. Proposal contents will be kept confidential and not disclosed until after the evaluation and award.

The submission proposals must be addressed to:

City of Somerville
Purchasing Dept.

ATTN: Orazio DeLuca, MCPPO
93 Highland Avenue
Somerville, MA 02143

Proposals received after the deadline will not be considered. The name of all parties submitting proposals will be recorded but no proposal content will be made public until the City has completed the evaluation of the submittals.

B. QUESTIONS: Inquiries involving procedural or technical matters shall be submitted, in writing, no later than Wednesday, December 3, 2014 4:30 p.m., to <u>odeluca@Somervillema.gov</u> or faxed to (617) 625-1344:

Orazio DeLuca, MCPPO - Contract Manager City of Somerville, Purchasing Department 93 Highland Avenue Somerville, MA 02143

- C. EXAMINATION OF DOCUMENTS: Each proposer shall be satisfied as to the requirements of the contemplated services to enable the intelligent preparation of this proposal. The proposer shall be familiar with all RFP documents before submitting the proposals in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance will be made for any claim that the proposal is based on incomplete information. Any questions must be submitted in writing to the Contract Manager at the above address.
- D. EVALUATION OF PROPOSALS: The Technical proposals shall be evaluated by Ginger Barrett, Superintendent Water Department and her evaluation team. They shall prepare their evaluation based on the criteria contained herein. An interview may be required as part of the evaluation of this proposal.
- E. The City of Somerville reserves the right to reject any or all proposals, waive minor informalities, and accept the proposal deemed to be in the best interest of the City. The contract award will be made within 30 days, only to a responsive and responsible proposer who is determined to be the most advantageous taking into consideration evaluative criteria and is capable of performing the services contemplated and meeting the minimum criteria set forth in the RFP. Each proposal will be screened in order to determine whether it meets all of the proposal submission requirements as described in the RFP. One contract for Consulting Services will be awarded at the sole discretion of the City.

Purpose

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation with a qualified firm to conduct a comprehensive cost of service analysis and rate study for water and sewer service provided to the customers served by the City of Somerville Water and Sewer Divisions. The intent of this study is to independently assess and evaluate the City's existing rates and provide recommendations. The broad objective of the study is to adequately fund water and sewer operations and capital costs while minimizing user rates and fees to the extent possible.

THERE MUST BE NO MENTION OF THE PROPOSER'S FEE IN THE TECHNICAL PROPOSAL. ANY MENTION OF THE FEE WILL SUBJECT THE PROPOSAL TO REJECTION. PRICE PROPOSAL WILL BE SUBMITTED IN A SEPARATELY MARKED AND SEALED ENVELOPE.

Background

The City of Somerville, Massachusetts is located in Middlesex County, three miles northwest of Boston. It is bordered by Cambridge on the south and southeast, Everett and the Charlestown section of Boston on the east, Medford on the north, and Arlington on the west. Somerville has a population of 75,754 (Federal 2010 census) and occupies a land are of approximately 4 square miles.

The Water and Sewer Divisions are enterprise account-funded divisions under the Department of Public Works. The Water and Sewer Divisions serve approximately 15,000 residential, commercial, industrial and institutional accounts. Water is delivered to the City from the Massachusetts Water Resource Authority (MWRA), a public authority that provides wholesale water and sewer services to 61 communities in the Commonwealth of Massachusetts. Water is redistributed to City water customers through 125 miles of distribution mains.

Water that is used in a home or industry is flushed through a building's pipes until it reaches local sewers which are owned and operated by the Sewer Division. These 128 miles of local sewers transport the wastewater into MWRA interceptor sewers. The interceptor sewers, ranging from 8 inches to 11 feet in diameter, carry the region's wastewater to two MWRA treatment plants. Though most of the wastewater flows by gravity some low-lying areas require pumping.

The City has invested in Advanced Metering Infrastructure (AMI), using a fixed base system comprising three (3) main components:

Base station running software Meter Transmission Units (MTUs) Repeaters

Each meter in the system is read approximately every eighteen (18) hours. Bills based on estimated reads have been virtually eliminated. The average age of meters installed is less than 5 years old.

Current water and sewer rates consist of a four-tier inclining rate block structure. Accounts classified as residential for billing purposes are billed tri-annually. Accounts classified as commercial for billing purposes are billed bi-monthly. Sewer use is billed based on 100% of water use.

SCOPE OF SERVICES

This study will focus on cost of service and rate recommendations for the City of Somerville's Water and Sewer Divisions. The City seeks to ensure that the costs of providing quality water and sewer services are recovered equitably from its customer classes. The following objectives should be met by the proposed rate study:

- A. Identify current and future need for water and sewer revenue increases to meet projected operating and capital costs over a five-year planning period.
- B. Develop a recommended schedule of water and sewer rates designed to generate adequate revenues and reflect the true cost of providing water and sewer service.
- C. Provide a comparison of current water and sewer system costs (operations, capital improvements, bonded debt) against appropriate industry benchmarks and other MWRA community systems.
- D. Provide an easy-to-use rate model in Excel that can be readily controlled by City staff to take into account alternative scenarios post-study.

Overview:

- 1. Determine the cost of system services for water and wastewater operations and develop a preliminary rate and fee structure that will accurately reflect the cost of service. Preliminary rate and fee structure shall be based on the existing tiered rate structure. Proposers may present one additional alternative structure, which cannot be a declining block structure. Proposed structure(s) should be modeled to provide recommended rates and fees for fiscal years 2016 through 2020. The study must be completed by April 1, 2015 to meet the schedule for setting rates for fiscal year 2016.
- 2. An impact analysis of these rate and fee structures must be prepared to show what the effects on customers of each class and usage level will be. Revenue and cost projections for the five (5) years to be studied must be included. A final rate and fee structure will be developed after presentations to the City.
- 3. The vendor will develop a computerized rate model program, in Excel format, for calculating the specific rates, costs and revenues in any given year. The model must allow for adjustments to be made in response to economic conditions. The computer model will be delivered for the City's ownership and use. Four (4) hours of onsite training in the use of this program will be required. The City will determine the staff to receive training.
- 4. Presentations by the vendor to Water and Sewer Division and City administrative staff will be required to review the proposal and present the recommended model.
- 5. The final report will document the key elements considered in making the fee and rate recommendations and review the science of the model.

Project Requirements:

The study is to be performed in conformance with the following policy directions:

- A. Recommended rates shall be based on cost of service and shall be sufficient to meet the short- and long-term revenue requirements using a five-year planning period.
- B. Recommended rates shall consider and make provisions for the following:
 - a. Current and future cost of providing service in accordance with established and anticipated standards and regulations
 - b. Projected demands
 - c. Need to fund capital improvements/replacements that benefit existing users of the systems as well as current and future anticipated debt obligations
 - d. Impact of current and future quality and environmental regulations
 - e. Other impacts as identified
- C. Recommended rates shall result in no decrease in stability of the revenue stream as compared to the current rate schedule. Consideration should be given to funding past and future replacement of assets.
- D. Rate model must be user friendly and produce a suite of reports that generate as inputs are changed.

Services to be Provided by Consultant:

- 1. Meetings, Communications and Training-the Consultant should expect to attend up the four (4) meetings with Water and Sewer staff and Administrative staff:
 - 1.1 Initial meeting discuss study goals and objectives, refine scope and review schedule milestones;
 - 1.2 Review No. 1 Upon completion of data collection and identification of alternative rate structures;
 - 1.3 Review No. 2 Upon completion of first draft of preferred alternative evaluation;
 - 1.4 Review No. 3 Upon completion of final draft of preferred alternative evaluation, written report and rate model tool;
 - 1.5 On-site training for the rate model, including a Consultant-developed user manual.

2. Data collection and review

- 2.1 Collect necessary data with assistance of City staff as required and agreed to in advance;
- 2.2 Conduct detailed review of all water and sewer revenues, expenses and rates as required to meet objectives.
- 3. Identify and Evaluate Rate Structures
 - 3.1 Identify alternatives;
 - 3.2 Perform user charge predictions for selected alternatives; and
 - 3.4 Prepare comparison summary of analysis and predicted user charges.
- 4. Develop 5-Year Look Ahead for Rate Structure Alternatives
 - 4.1 Perform revenue and cost analysis for each rate structure alternative;
 - 4.2 Prepare impact analysis of predicted user charges.

5. Reports

- 5.1 Prepare and submit an initial draft report;
- 5.2 Prepare and submit a final draft report;
- 5.2 Prepare, submit and present the final report and rate model with user manual;

Services to be Provided by Water and Sewer Divisions:

- 1. Furnish all reasonably available records and information, including financial reports, budgets and consumption data.
- 2. Provide staff support and assistance as required and agreed to in advance of the study.

Time Schedule

The study must be completed by April 1, 2015 to meet the schedule for setting rates for fiscal year 2016.

Deliverables

- 2. One (1) unbound copy, five (5) bound copies of the final report, plus an electronic copy in Word format.
- 3. One (1) electronic copy of the rate model in Excel format.

Proposal Information Requirements

- 1. Summarize what you believe your business offers that are unique from other businesses in this field. (EXECUTIVE SUMMARY)
- 2. Submit a list of key professional staff to be assigned work under this contract and describe their experience. Show only experience directly related to their assigned duties under the proposed project. Identify a Project Manager responsible for overseeing all phases of project. (STAFFING)
- 3. Submit a listing of all clients (including municipalities) for which the contractor has provided similar services, along with client contacts and recently verified phone numbers. List examples of and/or show list of reports demonstrating the ability of the project team to do the scope of work outlined in this RFP. (CLIENT LIST)
- 4. List the anticipated amount of support services, if any, and/or any documents the City would be required to provide. (SUPPORT SERVICES)
- 5. A narrative describing the proposer's understanding of the scope of work and experience with the specific item. Include in the proposal a discussion of the methodologies that are generally accepted for the services specified, and how the proposer may apply them to this project. (SCOPE)
- 6. Provide an explanation of the proposer's technical approach, identifying tasks, and products and meetings. (TECHNICAL APPROACH)
- 7. Include written assurances that the contractor has a complete knowledge and understanding of the Massachusetts General Laws that apply to this kind of work and that all work performed shall be completed in compliance with those laws. (COMPLIANCE)

Financial Scope of Services

- 1. The Price Proposal must be submitted in a separately sealed envelope and no mention of the pricing portions of the Proposal shall be mentioned in the technical or non-price portion of the Proposal. Failure to meet this stipulation will cause the Proposal to be rejected.
- 2. The Price Proposal shall include cost breakdown for each of the five (5) tasks identified under the Scope of Services/Services to be provided by Consultant; the fee for each task will be individually negotiated. Estimated Time to Complete shall also be indicated. Pricing Form included in the package **must be** submitted. No substitutions will be permitted.
- 3. Pricing is to include **all** costs (including those typically considered as reimbursable costs, and costs for sub-consultants, providing however, that no sub-consultant may be employed without prior written consent of the City).

Payments

1. Invoices to be submitted monthly, and are to be based on a percent completed per task basis.

PROPOSAL EVALUATION

Under the rules established in Massachusetts General Law Chapter 30B, the City's Chief Procurement Officer will appoint a proposal evaluation committee. Those proposals that meet all of the minimum requirements as outlined in this RFP, and are determined to be both responsive (those that offer all of the services requested in the RFP and contain all of the required information and forms properly completed) and those that are responsible (those with the capability, integrity, and reliability to perform under the contract) will be further reviewed using the comparative criteria outlined in this section.

The evaluation committee will use the comparative criterion for each separate rating area, and based upon this criteria, will assign an overall rating to each proposal as permitted under Chapter 30B. Each of the criterion shall contain ratings of:

Unacceptable
Not Advantageous
Advantageous
Highly Advantageous

An "Unacceptable" rating in any one of the criteria may eliminate the proposal from further consideration.

The City reserves the right to award the contract to the responsive and responsible proposer who best meets the City's needs, taking into account proposal quality and proposal price. If the lowest priced proposal is not selected and has received, at minimum, a rating of advantageous, the evaluation committee shall explain the reasons for the award in writing to the Chief Procurement Officer, specifying in reasonable detail, the basis for determining that the City should award the contract to a different proposal.

<u>Minimum Evaluation Criteria</u> — Failure to meet the following minimum evaluation criteria will result in immediate rejection of the proposal.

- 1. Minimum Requirements: Vendors must meet the minimum requirements as specified below
 - a) Demonstration of the project team's experience in performing work related to this proposal.
 - b) No documented record of non-performance or significant unsatisfactory performance in providing rate study/rate model services to municipalities.
 - c) Completeness of proposal based on "Proposal Information Requirements" items 1 though 7, inclusive.

Comparative Evaluation Criteria

1. Project Management experience

Unacceptable – Project Manager has no experience in the services requested in these documents.

Not Advantageous – Project Manager has less than five (5) years experience in the services requested in these documents.

Advantageous – Project Manager has five (5) years experience in the services requested in these documents.

Highly Advantageous – Project Manager has greater than five (5) years experience in the services requested in these documents.

2. Project Team experience in performing similar size and scope projects

Unacceptable – Project Team has no experience in the services requested in these documents. Not Advantageous – Project Team has performed less than three (3) projects of similar scope requested in these documents.

Advantageous – Project Team performed three (3) projects of similar scope requested in these documents.

Highly Advantageous – Project Team has performed greater than three (3) projects of similar scope requested in these documents.

3. Experience in providing similar studies to municipalities (Documentation is required. Information should include phone numbers and contacts)

Unacceptable – No prior experience information was submitted.

Not Advantageous – The proposer has provided similar services to less than three (3) municipal clients.

Advantageous – The proposer has provided similar services to a minimum of three (3) municipal clients.

Highly Advantageous – The proposer has provided similar services to five (5) or more municipal clients.

4. Response to Technical Scope of Services

Unacceptable – The proposal did not adequately explain all aspects of methodology. **Not Advantageous** – The proposal is vague. The Evaluation Committee is unable to determine if it is consistent with expressed needs or project intent.

Advantageous – The proposal is adequate, appeared consistent with project intent, and responded to needs as identified by

Highly Advantageous – Proposal is very thorough, and clearly exceeds the needs as identified by the City. In order to be awarded this ranking the project approach must be clear, innovative, and offer unique aspects about the project or approach

5. Time Frame submission

Unacceptable – The proposal does not identify or articulate a time frame to complete the project.

Not Advantageous – The proposal offers a completion date beyond the time frame identified Advantageous – The proposal offers a completion date on or within seven (7) calendar days of the deadline for the submission of the final report.

Highly Advantageous – The proposal offers a completion date for the submittal of the final report at least fourteen (14) calendar days prior to the project completion deadline.

6. Overall impression of proposal

Unacceptable – The proposal lacks information to the extent that the reviewer has no ability to determine the proposer's qualifications, experience or ability to do the work.

Not Advantageous – Response does not compel reviewer to believe the proposal reflects that provider is able to perform in a manner acceptable to the City.

Advantageous – Response is informative, meets criteria for responsiveness. Reviewer feels proposal reflects that provider is able to perform in a manner acceptable to the City but was not overly impressed by proposal's expression of ability.

Highly Advantageous – Response is concise, informative, and highly detailed. Proposal reflects that provider is able to perform in a manner acceptable to the City. Team is completely convinced about the provider's ability to provide and administer the plan as required by the City.

PROPOSAL PRICE ANALYSIS

Proposals will be evaluated for the cost of the annual consulting services.

RULE FOR AWARD

- 1. The contract shall be awarded to the responsible and responsive Proposer submitting the most highly advantageous proposal, taking into consideration all evaluation criteria as well as price.
- 2. The contract will be awarded as soon as possible after the proposals are received and evaluated, and within ninety (90) days after the proposal opening. The time for award may be extended for up to forty-five (45) additional days by mutual agreement between the City and the apparent lowest responsive and responsible Proposer.

CONTRACT PERIOD

The contract period shall be from January 1, 2015 through June 30, 2015.

PROPOSAL SUBMISSION REQUIREMENTS

Two <u>separate</u> sealed envelopes, one (1) original unbound copy and five (5) bound copies of the non-price technical proposal marked "Technical Proposal – Cost of Service Rate Study & Rate Model" and one containing an original and one copy of the price proposal marked "Price Proposal – Cost of Service Rate Study & Rate Model" must be received per the time frame outlined in the legal

advertisement. It is the sole responsibility of the proposer to insure that the proposal arrives on time and at the designated place.

The loose bound **Technical Proposal** should be submitted in a heavy duty three ring loose leaf binder, divided and numbered into sections labeled with the same headings as appear in the **Proposal**Information Requirements numbers 1 through 7, inclusive and must be preceded by a **Cover**Letter. Please ensure that the cover letter includes the name of Proposer, address and telephone number, signed in ink by an individual authorized to sign such documents.

The **Price Proposal** should be broken down by the tasks and sub-tasks, if possible, noted in the Scope of Services, along with an estimated time necessary for completion of each task, using the attached **Pricing Form**.

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CITY OF SOMERVILLE, MASSACHUSETTS PURCHASING DEPARTMENT

GENERAL TERMS AND CONDITIONS

1. TAXES

Purchases incurred by the City are exempt from Federal Excise Taxes, Massachusetts Sales Tax, and RFP prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. City of Somerville's Massachusetts Tax Exempt Number is MO46 001 414.

2. FREIGHT ON BOARD (F.O.B)

All prices are to be firm F.O.B. delivered destination (Somerville, MA), to the address specified on the "Notice to Proposers" or any other department location doing business for the City of Somerville in need of such services.

3. UNIT PRICE

In case of error in extension of prices quoted herein, the unit price will govern.

4. PRICE REDUCTION

It is understood and agreed that should any price reductions occur between the opening of this RFP and completion of this delivery. The benefits of all such reductions will be extended.

5. GUARANTEES

The proposer, to whom a contract is awarded, guarantees to the City of Somerville all supplies, equipment, related services/maintenance, and labor for a period of at least one (1) year. <u>Upon inspection</u>, any defective or inferior equipment, supplies/materials shall be replaced without additional cost to the City. The contractor will assume any additional cost accrued by the City.

6. INDEMNIFICATION

The vendor agrees to take all necessary precautions to prevent injury to any persons or damage to property during the term of this agreement and shall indemnify and save the City of Somerville harmless against all loss and expense resulting in any way, from any negligent or willful act or omission on the part of the Vendor, it's agents, employees, or sub-contractors or resulting directly or indirectly from Vendor's performance under this Agreement.

7. INSURANCE

Vendor's liability insurance shall be purchased and maintained by the Vendor to protect him from claims under Worker's Compensation Acts and other employee benefits acts, claims from damages because of bodily injury, including death, and from claims for damages, other than to the work itself, to property which may arise out of or result from the Vendor's operation under this agreement, whether such operation by himself or anyone employed by them. This insurance shall be written for not less than any limits of law, whichever is the greater and shall include contractual liability applicable to Vendor's obligations. The Vendor shall deposit with the City of Somerville standard certificates of insurance thereof for any insurance about to expire at least ten (10) days before such expiration. All such insurance policies shall contain an endorsement or provision requiring thirty (30) days written notice to the City of Somerville prior to cancellations or material change in coverage, scope, or amount of any such policy or policies. Compliance by Vendor with the insurance requirement, however, shall not relieve Vendor from liability under the indemnity provisions. Vendor shall require subcontractors to provide and maintain the required insurance at subcontractors' expense. Subcontractors shall list the City of Somerville and Contractor as additional insured where applicable.

8. INDEPENDENT CONTRACTOR

Vendor is not an agent or employee of the City of Somerville and is not authorized to act on behalf of the City of Somerville.

9. COMPLETE AGREEMENT

This agreement supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.

10. ASSIGNMENT

Vendor shall not assign the Agreement, or any interest therein, without prior written consent of the City of Somerville.

11. SUB CONTRACTORS

Vendor shall not engage any other company, sub-contractor or individual to perform any obligation hereunder, without the prior written consent of the City of Somerville.

12. GOVERNING LAW

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

13. ENFORCEABILITY

In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of the Agreement.

14. CONFLICT OF INTEREST

The Proposer certifies that no official or employee of the City of Somerville has a financial interest in this proposa or in the contract which the proposer offers to execute or in the expected profits to arise there from, unless there has been compliance with provisions of Massachusetts General Laws Chapter 43, sec. 27 (Interest in Public Contract by Public Employees), and Massachusetts General Laws, Chapter 268A, sec. 20 (Conflict of Interest), and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.

15. TERMINATION

- a. For Cause: The City of Somerville shall have the right to terminate this agreement if (i) Vendor neglects of fails to perform or observe any of these obligations hereunder and a cure is not affected by Vendor within fifteen (15) days next following its receipt of a termination notice issued by the City of Somerville, or (ii) if a judgment or decree is entered against Vendor approving a petition for any arrangement, liquidations, dissolution or similar relief relating to bankruptcy or insolvency and such judgment or decree remains unvacated for thirty (30) days; or (iii) immediately if Vendor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief or debtors shall seek or consent or acquiesce an appointment of any trustee, receiver of liquidation of any of Vendor's property; or (iv) funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year of this Agreement. The City of Somerville shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of service provided.
- Return of Property: Upon termination, Vendor shall immediately return to the City of Somerville, without limitation, all documents, plans, drawings, tools and items of any nature whatsoever, supplied to the Vendor by the City of Somerville or developed by the Vendor in accordance with this Agreement.

16. DISCRIMINATION

It is understood and agreed that it shall be a material breach of any contract resulting from this RFP for the contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter

151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religion, creed, national origin, sex, or ancestry.

17. INTERPRETATION OF SPECIFICATION/TERMS.

All interpretations of the RFP and supplemental instructions will be in the form of written addenda to the RFP specifications. Requests for clarification or any questions about information contained in the RFP should be addressed via email, or in writing, to Orazio DeLuca, MCPPO, Contract Manager, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143 odeluca@somervillema.gov. Questions and answers will be compiled and sent to all proposers who requested a copy of the RFP, before the proposal deadline, by addendum via email. No requests or questions will be accepted after the deadline for questions stated at the beginning of this RFP or as updated in an addendum, if such addendum were issued.

18. CANCELLATION OF RFP

To withdraw, cancel or modify a RFP at any time prior to the RFP opening date, a proposer must submit such request in writing to the Purchasing Director. Correction or modifications must be sealed when submitted and must indicate on the outside of the envelope whether the correction or modification pertains to the price proposal or the non-price proposal.

19. SAMPLES

All qualified proposers may be requested to submit samples.

20. FINANCIAL AND OPERATIONAL INFORMATION

By submitting a proposal, the proposer authorized the City of Somerville to contact any and all parties reference by the proposer regarding financial and operational information.

21. PAYMENT

The City of Somerville shall make no payment for a supply or service rendered prior to the execution of th contract.

22. DOCUMENTATION

Please find attached exhibit copies of contract forms which the successful proposer will be required to sign.

23. EXTENSION OF CONTRACT

The City reserves the right to extend the time of any contract resulting from the bid as needed and/or to increase the value by 25% at the sole discretion of the Purchasing Director.

- 24. The Proposer's proposal will remain in effect for a period of 90 days from the deadline for submission of proposal or until it is formally withdrawn, a contract is executed or this RFP is canceled, whichever occurs first.
- 25. The contract will be for a period of one year, beginning January 1, 2015, and ending on December 31, 2015, with two (2), one-year options to renew.
- 26. The City will have the option to cancel the contract provided that written notice is given 90 days prior to th effective termination date.
- 27. The Procurement Officer shall cancel the contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year.

FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT.

REQUIRED FORMS

In addition to the information listed above as "Information to be Submitted with Proposals," the following attached forms must be completed and signed for submission with your technical proposal.

- Certificate of Signature Authority
- Certificate of Non-Collusion and Tax Compliance
- Somerville Living Wage Ordinance Proposer must agree to conform with Somerville's Living Wage Ordinance and certify their compliance with this ordinance by completing attached Living Wage Ordinance Form.

The following forms are not required at the time of proposal submission, but will be required by the awarded Proposer in order to execute a contract.

- **Insurance Certificate** Insurance Certificate as outlined on attached form included in this RFP, must be provided by the selected Proposer.
- Certificate of Good Standing The selected Proposer must provide the City with a current "Certificate of Good Standing" from the Commonwealth of Massachusetts. Additional information related to this requirement is included in this RFP.

The following attached form must be completed and signed for submission with your price proposal.

• Price Form – Must be submitted in a <u>separately sealed envelope</u> marked as indicated in the instructions.

Request for Proposal No. 15-48 Consultant Services Cost of Rate Study and Rate Model



City of Somerville, Massachusetts Department of Purchasing Joseph A. Curtatone Mayor

PRICE FORM

	TIME TO	FIXED
TASK	COMPLETE	PRICE
1. MEETINGS		
2. DATA COLLECTION/DEVELOPMENT		
3. IDENTIFY/EVALUATE RATE		
STRUCTURE		
4. DEVELOP LOOK AHEAD		
5. REPORTS/MODEL DEVELOPMENT		

			1	
Signature of Person	n Submit	ting Pric	e Proposa	1;
Address:				
Telephone:			F	ax:
Email:			Da	te:
				ACKNOWLEDGED
Failure to acknowl	edge rec	eipt of ac	ldenda ma	ay result in your proposal being rejected

Company Name:

Print Name of Person Submitting Price Proposal:

Form: Contract Number:



Certificate of Authority (Corporations Only)

Instructions: Complete this form and sign and date where indicated below. 1. I hereby certify that I, the undersigned, am the duly elected Clerk/Secretary of (Insert Full Name of Corporation) 2. I hereby certify that the following individual (Insert the Name of Officer who Signed the Contract and Bonds) is the duly elected (Insert the Title of the Officer in Line 2) 3. I hereby certify that on ___ (Insert Date: Must be on or before Date Officer Signed Contract/Bonds) at a duly authorized meeting of the Board of Directors of said corporation, at which a quorum was present, it was voted that (Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2) of this corporation be and hereby is authorized to make, enter into, execute, and deliver contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below. 4. ATTEST: Signature: _____(Clerk or Secretary) AFFIX CORPORATE SEAL HERE Printed Name: Printed Title: Date: (Date Must Be on or after Date Officer Signed Contract/Bonds)

Contract Number:



Certificate of Authority (Limited Liability Companies Only)

Instructions: Complete this form and si 1. I, the undersigned, being a member or n (Complete Name of Li	
a limited liability company (LLC) hereby of purpose of contracting with the City of Sor	certify as to the contents of this form for the merville.
2. The LLC is organized under the laws or	f the state of:
3. The LLC is managed by (check one) a	Manager or by its Members.
 other legally binding documents on behalf of the LLC; duly authorized to do and pappropriate to carry out the of the LLC; and 	
Name	Title
5. Signature:Printed Name:Printed Title:	
Date:	

Online at: www.somervillema.gov/purchasing

Form:	
Contract Number	

Rev. 06/10/14



SOMERVILLE LIVING WAGE ORDINANCE CERTIFICATION FORM CITY OF SOMERVILLE CODE OF ORDINANCES SECTION 2-397 et seq*.

<u>Instructions</u>: This form shall be included in all Invitations for Bids and Requests for Proposals which involve the furnishing of labor, time or effort (with no end product other than reports) by vendors contracting or subcontracting with the City of Somerville, where the contract price meets or exceeds the following dollar threshold: \$10,000. If the undersigned is selected, this form will be attached to the contract or subcontract and the certifications made herein shall be incorporated as part of such contract or subcontract. **Complete this form and sign and date where indicated below on page 2.**

Purpose: The purpose of this form is to ensure that such vendors pay a "Living Wage" (defined below) to all covered employees (i.e., all employees except individuals in a city, state or federally funded youth program). In the case of bids, the City will award the contract to the lowest responsive and responsible bidder paying a Living Wage. In the case of RFP's, the City will select the most advantageous proposal from a responsive and responsible offeror paying a Living Wage. In neither case, however, shall the City be under any obligation to select a bid or proposal that exceeds the funds available for the contract.

<u>Definition of "Living Wage":</u> For this contract or subcontract, as of 7/1/2014 "Living Wage" shall be deemed to be an hourly wage of no less than \$12.05 per hour. From time to time, the Living Wage may be upwardly adjusted and amendments, if any, to the contract or subcontract may require the payment of a higher hourly rate if a higher rate is then in effect.

CERTIFICATIONS

- 1. The undersigned shall pay no less than the Living Wage to all covered employees who directly expend their time on the contract or subcontract with the City of Somerville.
- 2. The undersigned shall post a notice, (copy enclosed), to be furnished by the contracting City Department, informing covered employees of the protections and obligations provided for in the Somerville Living Wage Ordinance, and that for assistance and information, including copies of the Ordinance, employees should contact the contracting City Department. Such notice shall be posted in each location where services are performed by covered employees, in a conspicuous place where notices to employees are customarily posted.
- 3. The undersigned shall maintain payrolls for all covered employees and basic records relating hereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the number of hours worked, the gross wages, a copy of the social

Online at: www.somervillema.gov/purchasing

Page 1 of 3

^{*}Copies of the Ordinance are available upon request to the Purchasing Department.

Form: Contract Number:	CITY OF SOMERVILLE	Rev. 06/10/14
security returns, and evident contracting City Departm	ence of payment thereof and such other d ent from time to time.	ata as may be required by the
information of possible no Ordinance, the undersign the work site, to interview	submit payroll records to the City upon reconcompliance with the provisions the Sorted shall permit City representatives to observe employees, and to examine the books are do to determine payment of wages.	merville Living Wage serve work being performed at
	not fund wage increases required by the S e health insurance benefits of any of its en	
- -	s that the penalties and relief set forth in the lition to the rights and remedies set forth in the set of the rights and remedies set forth in the set of	_
CERTIFIED BY	:	
Signature:(Duly	Authorized Representative of Vendor))
Title:		
Name of Vendor	•	<u> </u>

Online at: www.somervillema.gov/purchasing

Date:

Form:	CITY OF SOMERVILLE	Rev. 06/10/14
Contract Number:		

INSTRUCTIONS: PLEASE POST

NOTICE TO ALL EMPLOYEES REGARDING PAYMENT OF LIVING WAGE

Under the Somerville, Massachusetts' Living Wage Ordinance (Ordinance No. 1999-1), any person or entity who has entered into a contract with the City of Somerville is required to pay its employees who are involved in providing services to the City of Somerville no less than a "Living Wage".

The Living Wage as of 7/1/2014 is \$12.05 per hour. The only employees who are not covered by the Living Wage Ordinance are individuals in a Youth Program. "Youth Program" as defined in the Ordinance, "means any city, state or federally funded program which employs youth, as defined by city, state or federal guidelines, during the summer, or as part of a school to work program, or in any other related seasonal or part-time program."

For assistance and information regarding the protections and obligations provided for in the Living Wage Ordinance and/or a copy of the Living Wage Ordinance, all employees should contact the City of Somerville's Purchasing Department directly.

Online at: www.somervillema.gov/purchasing Page 3 of 3



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER			CONTAC NAME:	et .			
			PHONE (A/C, No	, Ext):		(A/C, No):	
			E-MAIL ADDRES				
			AUDITAL		HDED/S) AEEOE	RDING COVERAGE	NAIC #
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INSURED			INSURE	- 7-11-7-F-107			
			INSURE	RC:			
			INSURE	RD:			
			INSURE	RE:			
			INSURE	RF:			
		NUMBER:				REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES	OF INSUR	ANCE LISTED BELOW HA	VE BEE	N ISSUED TO	THE INSURE	ED NAMED ABOVE FOR THE POL	ICY PERIOD
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INSR //	ADDL SUBR	POLICY NUMBER			POLICY EXP (MM/DD/YYYY)	LIMITS	
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ALL OWNED SCHEDULED						BODILY INJURY (Per accident) \$	
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HIRED AUTOS AUTOS						(Per accident)	
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DED RETENTION\$						\$	
WORKERS COMPENSATION						WC STATU- OTH- TORY LIMITS ER	
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE						E.L. EACH ACCIDENT \$	
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE \$	
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL	.ES (Attach	ACORD 101, Additional Remarks	s Schedule	e, if more space is	s required)		
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SOMERVILL	E, MA	02143					

INSURANCE SPECIFICATIONS INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the Office of the Purchasing Director a Certificate of Insurance evidencing the following:

A. GENERAL LIABILITY - Comprehensive Form

Bodily Injury Liability......<u>\$500,000.00</u>

Property Damage Liability......\$ 500,000.00

B. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFIT PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN THE AMOUNT AS LISTED BELOW:

WORKER'S COMPENSATION.....\$Statutory

EMPLOYERS' LIABILITY.....\$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY......\$ STATUTORY

- 1. A contract will not be executed unless a certificate (s) of insurance evidencing above-described coverage is attached.
- 2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.
- 3. All applicable insurance policies shall read:
- "CITY OF SOMERVILLE" as a certificate holder and as an additional insured for general liability only along with a description of operation in the space provided on the certificate
- 4. Please comply with our requirement of a thirty (30) day notice of cancellation and note on certificate.

Certificate Should Be Made Out To:
City Of Somerville
Purchasing Department
93 Highland Avenue
Somerville, Ma. 02143

Note: If your insurance expires during the life of this contract, you shall be responsible to submit a new certificate(s) covering the period of the contract. No payment will be made on a contract with an expired insurance certificate.

Form: ____ Contract Number:



Non-Collusion Form and Tax Compliance Certification

<u>Instructions</u>: Complete each part of this two-part form and sign and date where indicated below.

A. NON-COLLUSION FORM

I, the undersigned, hereby certify under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature:	
	(Individual Submitted Bid or Proposal)
	Duly Authorized
Name of B	usiness or Entity:
Date:	

B. TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b).

Signature:	(Duly Authorized Representative of Vendor)
Name of B	usiness or Entity:
Social Secu	rity Number or Federal Tax ID#:
Date:	

Online at: www.somervillema.gov/purchasing

CITY OF SOMERVILLE SIGNATURE FORM

NAME OF COMPANY:
ADDRESS:
TELEPHONE #: FAX <u>#:</u>
DATE:Email:
SIGNATURE OF AUTHORIZED CONTRACTING OFFICIAL:
TITLE:
RESIDENCE:
IF COMPANY IS A PARTNERSHIP:
FULL NAME AND RESIDENCE OF EACH PARTNER:
IF COMPANY IS A CORPORATION:
THE CORPORATE NAME IS:
THE CORPORATION IS ORGANIZED UNDER THE LAWS OF:
THE PRESIDENT IS:
THE TREASURER IS:
THE CLERK/SECRETARY IS:
NAME OF CORPORATION THAT WILL APPEAR ON A POTENTIAL CONTRACTUAL
AGREEMENT IF DIFFERS FROM ABOVE:
NAME AND TITLE OF PERSON WHO WILL BE RESPONSIBLE FOR THE SIGNING OF A
POTENTIAL CONTRACTUAL AGREEMENT IF DIFFERS FROM ABOVE:
NAME:TITLE:
NAME OF CLERK/SECRETARY WHO WILL ALSO BE SIGNING FOR A POTENTIAL
CONTRACTUAL AGREEMENT IF DIFFERS FROM ABOVE:

CERTIFICATE OF GOOD STANDING

TO:

Vendor

FROM:

Purchasing Department

RE:

CERTIFICATE OF GOOD STANDING

The Awarded Vendor must comply with our request for a CURRENT "Certificate of Good Standing".

If you require information on how to obtain the "Certificate of Good Standing" or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the Secretary of State's Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17th Floor, Boston, MA 02133 or you may access their web site at: www.sec.state.ma.us/corp/certificates/certificate_request.asp

If your company is incorporated outside of Massachusetts and therefore is a "foreign corporation", but is registered to do business in Massachusetts, please comply with our request for the Certificate of Registration from the Commonwealth of Massachusetts. If your company is a foreign corporation, but is not registered to do business in Massachusetts, please provide the Certificate of Good Standing from your state of incorporation.

Please note that without the above certificate (s), the City of Somerville <u>cannot</u> execute your contract.

IMPORTANT NOTICE

Requests for Certificates of Good Standing by mail may take a substantial amount of time. A certificate may be obtained immediately in person at the Secretary's Office at the address above. Also, at this time, the Secretary of State's Office may not have your current annual report recorded. If this is the case, and you are therefore unable to obtain the Certificate of Good Standing, please forward a copy of your annual report filing fee check with your signed contracts. Please forward your original Certificate of Good Standing to the Purchasing Department upon receipt.

Thank You,

Purchasing Director

Form (Rev. December 2011) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

	Name (as shown on your income tax return)				
e 2.	Business name/disregarded entity name, if different from above				
Print or type Specific Instructions on page	Check appropriate box for federal tax classification: Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate Limited flability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)				
4	☐ Other (see instructions) ▶	<u> </u>			
oeciff.	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)			
See S	City, state, and ZIP code				
	List account number(s) here (optional)				
Pari	Taxpayer Identification Number (TIN)				
reside entitie	id backup withholding. For individuals, this is your social security number (SSN). However, f nt alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For othe s, it is your employer identification number (EIN). If you do not have a number, see <i>How to g</i> I page 3.	er			
	If the account is in more than one name, see the chart on page 4 for guidelines on whose or to enter.	Employer identification number			
Par	II Certification				
Under	penalties of perjury, I certify that:				
1. The	e number shown on this form is my correct taxpayer identification number (or I am waiting fo	r a number to be issued to me), and			
Ser	n not subject to backup withholding because: (a) I am exempt from backup withholding, or (vice (IRS) that I am subject to backup withholding as a result of a failure to report all interes longer subject to backup withholding, and	b) I have not been notified by the Internal Revenue t or dividends, or (c) the IRS has notified me that I am			
3. Lar	n a U.S. citizen or other U.S. person (defined below).				
Certif becau interes genera instruc	ication instructions. You must cross out item 2 above if you have been notified by the IRS se you have failed to report all interest and dividends on your tax return. For real estate transt paid, acquisition or abandonment of secured property, cancellation of debt, contributions ally, payments other than interest and dividends, you are not required to sign the certification tions on page 4.	sactions, item 2 does not apply. For mortgage to an individual retirement arrangement (IRA), and			
Sign Here		date ▶			

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be Issued),
 - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- · An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301,7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' snare of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



JOSEPH A. CURTATONE MAYOR

Vendor Certification

The vendor certifies that it has provided the City of Somerville with an accurate tax identification number (TIN). In the event that the City is fined by the IRS for an incorrect TIN provided by the vendor, the vendor agrees to reimburse the City for the amount of the fine.

TIN	
Signature	
Printed Name of Person signing	
Company	
Date	

